

## Schedule "A"

### CONDITIONS OF APPROVAL

#### DRAFT PLAN OF SUBDIVISION (SUB-2017-03)

2523059 Ontario Inc. and 2407854 Ontario Inc.

132, 148, 166, 178, 186, 192 and 198 Old Bloomington Road, legally described as Part Lots 10, 11 and 13 and Lots 12 and 14, Plan 166, designated as Part 1 on Plan 65R-38076 and Parts 1 and 2 on Plan 65R-38075 (the "Lands")

DRAFT PLAN APPROVAL AND THE FOLLOWING DRAFT PLAN CONDITIONS LAPSE AT THE EXPIRATION OF THREE YEARS FROM THE DATE THAT THE DRAFT PLAN OF THE LANDS HAS BEEN APPROVED BY COUNCIL. PROVIDED THAT DRAFT PLAN APPROVAL HAS NOT LAPSED, COUNCIL MAY, AT ITS SOLE DISCRETION, EXTEND THE APPROVAL.

THE CONDITIONS OF AURORA COUNCIL THAT SHALL BE SATISFIED BY THE OWNER OF THE LANDS (THE "OWNER") PRIOR TO THE RELEASE FOR REGISTRATION OF ANY M-PLAN OF THE LANDS (THE "PLAN"), ARE AS FOLLOWS:

#### Planning Division Conditions

1. The final draft plan prepared by The Biglieri Group Ltd. dated November 27, 2017 and revised November 5, 2019 with respect to the creation of fifty (50) lots on a plan of subdivision (the "Draft Plan") and associated conditions of Draft Plan approval shall be amended to the satisfaction of the Town's Planning Division, if revisions are required to implement or integrate any recommendations resulting from studies required as a condition of Draft Plan approval. Further, minor redline revisions to the Draft Plan may also be required to ensure property alignment with existing or proposed lots, blocks, streets, and/or facilities on lands adjacent to the Draft Plan.
2. Prior to the release for registration of the M-Plan, the Owner shall submit, to the satisfaction of the Planning Division, the final draft M-Plan in the following form:
  - a) an electronic and hardcopy version of the signed white paper print approved by the Land Registry Office for registration;
  - b) one (1) original mylar;
  - c) two (2) mylar duplicates; and
  - d) three (3) white paper prints, one (1) of which contains an A.O.L.S form.
3. Prior to the release for registration of the Plan, the Lands shall be appropriately zoned by a zoning by-law that has come into effect in accordance with the provisions of the *Planning Act*, R.S.O. 1990, c.P.13, as amended (the "*Planning Act*"). The holding provisions of Section 36 of the *Planning Act* may be used in conjunction with any zone category to be applied to the Lands in order to ensure that development does not occur until such time as the holding "H" symbol is removed in accordance with the provisions of the *Planning Act*. The

Town's Zoning By-law, as amended or successor thereto, shall specify the terms under which the Town's Council will consider the removal of the holding "H" symbol.

4. The Owner shall, prior to the release for registration of the Plan, enter into and execute agreement(s) with The Corporation of the Town of Aurora, including but not limited to an agreement for a residential subdivision agreeing to satisfy all conditions, legal, financial (including fees and securities) and otherwise of the Town (the "Subdivision Agreement"). The Subdivision Agreement and related documents shall be registered on title against the Lands, as provided for in the *Planning Act*, at the sole expense of the Owner.
5. Prior to the release for registration of the Plan, the Owner shall prepare a Green Building and Development report for the development of the Lands related to Environmental Protection, Energy Efficiency, Solar Gain, Energy Technologies, Water Conservation, Green Materials and Waste Reduction, Reduction of Noise Pollution, Indoor Air Quality and Residential Information/ Education Package, all to the satisfaction of the Town's Planning Division. A clause shall be added to the Subdivision Agreement stating that the Owner shall implement any and all recommendations of this report to the satisfaction of the Town.
6. A clause shall be added to the Subdivision Agreement stating that the Owner shall implement any and all recommendations of the Environmental Impact Study, Natural Heritage Evaluation and Oak Ridges Moraine Conservation Plan Conformity Report prepared by WSP Canada Inc. dated March 5, 2019, as amended, and in accordance with the *Endangered Species Act, 2007*, S.O. 2007, c.6.
7. A clause shall be added to the Subdivision Agreement stating that the Owner shall implement any and all recommendations of the Landform Conservation Study prepared by WSP Canada Inc. dated March 5, 2019, as amended on November 7, 2019 to the satisfaction of the Town's Planning Division
8. A clause shall be added to the Subdivision Agreement stating that the Owner shall prepare and implement Urban and Architectural Design Guidelines in accordance with Appendix "A" of The Yonge Street South Secondary Plan (OPA 34) for the design and construction of all residential dwelling units, walkways, landscaping and all other elements within the Draft Plan. Strict compliance with the Urban Design Guidelines shall be undertaken by the Owner unless otherwise approved by the Town's Planning Division.
9. A clause shall be added to the Subdivision Agreement stating that prior to the release for registration of the Plan, the road allowances included within the Draft Plan shall be named to the satisfaction of the Town's Planning Division and the Region of York.

10. A clause shall be added to the Subdivision Agreement stating that the Owner shall erect and maintain signs on any vacant land within the Plan indicating the designated or proposed use of all lots and/or blocks (including temporary turning circles) on the Plan, other than those lots designated for residential purposes.
11. A clause shall be added to the Subdivision Agreement stating that the Owner shall satisfy any requirements in accordance with: a) the Town's Parkland/Cash-in-Lieu By-law, as amended or successor thereto and applicable policies; and b) any related Parkland Agreements imposed by the Town.
12. A clause shall be added to the Subdivision Agreement stating that the Owner shall register a Restrictive Covenant on Lots 30 to 37 inclusive on the Draft Plan, restricting development, site alteration, or tree removal within the portion of the Lots zoned for Private Open Space.

#### Legal Services Division Conditions

13. Prior to the execution of the Subdivision Agreement, the Owner shall provide a draft Solicitor's Title Opinion for the Lands as well as an electronic and hardcopy version of all draft Reference Plans referred to in the Subdivision Agreement in a final signed form as approved by the Land Registry Office for registration.
14. A clause shall be added to the Subdivision Agreement stating that immediately following registration of the M-Plan, the Owner shall, at no cost and free of all encumbrances to the Town to the satisfaction of the Town Solicitor: a) grant all easements required for municipal purposes; b) convey all lands required for municipal purposes, including 0.3m reserves; and c) dedicate as public highways on the Plan, all streets and road widenings.
15. A clause shall be added to the Subdivision Agreement stating that, immediately following the registration of the M-Plan, the Owner shall consent to the Town's registration of the Subdivision Agreement, and any ancillary agreements as necessary in priority of all encumbrances to the Town to the satisfaction of the Town Solicitor and to pay to the Town its associated fees upon execution of the Subdivision Agreement for the preparation and registration of same as set out in the Town's Fees and Charges By-law, as amended or successor thereto.

#### Engineering Division Conditions

##### Private Wells:

16. A clause shall be added in the Subdivision Agreement stating that prior to the release for registration of the Plan, the Owner shall provide the Town with a

survey of nearby private wells on lands external to the Draft Plan, including information on water quality and quantity. Water sampling and analysis on external lands shall be completed at selected wells where existing water quality concerns are suspected upon obtaining legal access from external land owners.

17. A clause shall be added to the Subdivision Agreement stating that the Owner shall retain a hydrogeological consultant to monitor the groundwater table and submit for the Town's approval a letter report of the findings and conclusions prior to any site alteration on the Lands, and on a yearly basis, which summarizes and identifies groundwater fluctuations, if any, and provides qualified justification for possible fluctuations including recommendations to mitigate construction impacts, if any. A further clause shall be added to the Subdivision Agreement stating that if as a result of carrying out the monitoring and design, modifications are recommended, the Owner shall, at its own expense, provide for such modifications to the satisfaction of the Director.
18. A clause shall be added in the Subdivision Agreement stating that the Owner shall provide confirmation that there will be no future ground source heat pump installations involving wells associated with the Draft Plan and that all existing private wells on the Draft Plan will be located and properly abandoned.
19. A clause shall be added to the Subdivision Agreement stating that the Owner shall properly abandon and plug any unused wells on the Draft Plan in accordance with the *Ontario Water Resources Act*, R.S.O.1990, c. O.40, and R.R.O. 1990, Reg. 903.

Stormwater Management:

20. Prior to the release for registration of the Plan, the Owner shall submit a detailed Stormwater Management Report, to the satisfaction of the Town's Engineering Division, to substantiate that the Lands meet the current stormwater balance, quantity and quality requirements in accordance with the latest Ministry of Environment guidelines and the Town's Infrastructure & Environmental Services Department Policy #68 (Stormwater Management Pond and Pond Block Design, Safety and Maintenance). The Owner shall meet the stormwater management control targets to protect surface and ground water and other natural resources in accordance with the criteria and objectives set out in the Town's master plan for stormwater management. The Owner shall also provide a separate operations and maintenance manual quantifying the frequency of inspections and maintenance requirements and costs for individual items and areas of the stormwater management system to the satisfaction of the Town.
21. Prior to the release for registration of the Plan, the Owner shall submit a Stormwater Management Report and a Hydrogeological Report which

addresses water balance; demonstrates that the post development water balance is acceptable; and provides any recommendations required for mitigation. A clause shall be added to the Subdivision Agreement stating that the Owner shall carry-out the recommendations/mitigation measures set out in the Reports to the satisfaction of the Town and the Lake Simcoe Region Conservation Authority.

22. A clause shall be added to the Subdivision Agreement stating that in accordance with the Town's Policy, the Owner shall pay to the Town upon execution of the Subdivision Agreement a non-refundable cash contribution to be determined by and to the satisfaction of the Town, in accordance with the recommended maintenance and monitoring requirements of the storm water management report. The contribution shall provide for the long term operation and maintenance costs of the stormwater management facilities based on a 50 year life cycle cost determined through a present day cost analysis to the satisfaction of the Town.

#### Roads and Municipal Services:

23. A clause shall be added to the Subdivision Agreement stating that, immediately following the registration of the Plan, the Owner shall convey Block 54 on the Draft Plan to the Town for future public road purposes, at no charge and free of all encumbrances, to the satisfaction of the Town's Engineering Division.
24. A clause shall be added to the Subdivision Agreement stating that the Town's temporary cul de sac to the west of the Lands shall be removed, and all works necessary to reinstate the curb, drainage, sidewalk, road and any other works to the satisfaction of the Town, shall be at the sole cost of the Owner.
25. A clause shall be added to the Subdivision Agreement stating that the Owner shall construct, at its sole cost, any temporary turning circles on all dead end streets in conjunction with the construction of the works for any street that is not completed. Streets that are otherwise temporarily terminated must have a temporary turning circle constructed in accordance with the Town of Aurora Design Criteria Manual and to the satisfaction of the Town's Engineering Division. Prior to the release for registration of the Plan, the Owner shall, at its sole cost, prepare and submit a reference plan showing the temporary turning circle, grant any temporary easements and enter into any further agreements over the turning circle lands which may be required by the Town.
26. A clause shall be added to the Subdivision Agreement stating that the Owner shall implement any and all recommendations of the Functional Servicing Report prepared by WSP dated February, 2019, as amended with respect to the detailed engineering design drawings and reports for the layout and construction of roads and services (i.e. water, storm and sanitary) in

accordance with the Town of Aurora Design Criteria Manual to the satisfaction of the Town's Engineering Division.

27. Prior to the release for registration of the Plan, the Owner shall submit a Report setting out the details of any watermain connection to Yonge Street as well as resolution and mitigation of sewer gas and odour of the existing Region sanitary sewer noted by the Region to the satisfaction of the Town and Region. The report shall also have consideration for ongoing maintenance and include a maintenance manual with future costs of maintenance to mitigate the concerns. A clause shall be added to the Subdivision Agreement stating that the Owner shall provide the Town with a cash contribution in such an amount to be determined by the Town as per the recommended maintenance and monitoring requirements of the sanitary sewer report to the satisfaction of the Town (such contribution shall be the in accordance with the present value cost of 50 year maintenance).
28. Prior to the release for registration of the Plan, the Owner shall prepare and submit detailed engineering drawings which will include, but not be limited to, grading control plans (including any retaining walls and details), plan and profile drawings of all underground and above ground services, general plans (notes, above and below ground and updated to conform to current construction requirements to reduce infiltration), drainage plans, composite utility plans (to include above and non-standard below ground utilities, services, driveways and boulevard tree locations, etc. signed as approved by all related utility providers and Canada Post), stormwater management plans, detail plans, erosion and sediment control plans, illumination (to be controlled to the sidewalk and road and being "dark sky" compliant), and signalization plans, if any, etc. to the satisfaction of the Town's Engineering Division. The drawings shall include the details of related works on external lands, where applicable. Any proposed final grading shall eliminate retaining walls, unless approved otherwise by the Town's Engineering Division. Construction details and notes, material descriptions, location and dimensions including top and bottom of wall elevations, heights and length of all retaining walls approved by the Town's Engineering Division shall be provided in the detailed engineering plans stamped by a professional engineer registered in the Province of Ontario. Any approved retaining walls shall include drainage systems with positive outlets, shall not permit surface drainage to drain over the top of wall, and when there is the option, shall be located on private property instead of public property.
29. Prior to the release for registration of the Plan, the Owner shall submit a capacity study of the Town's water distribution system to the Lands in order to determine that the proposed development can be adequately serviced to the satisfaction of the Town. As part of the study, should the use of a pressure reducing valve (PRV) be required, consideration should be given to individual PRV's, as well as a review and confirmation of PRV requirements following the water meters. Furthermore, as part of the study, should a further watermain

connection to Yonge Street be determined necessary along Bloomington/Old Bloomington Road, the Owner shall be responsible for all works including the design and construction as well as negotiating and establishing any easements or lands required.

30. Prior to the release for registration of the Plan, the Owner shall submit a detailed sanitary sewer capacity study including review of existing sewer conditions in order to determine that the proposed development can be adequately serviced to the satisfaction of the Town. A clause shall be added to the Subdivision Agreement stating that the Owner shall upgrade or remediate any sewers that the study reports require remediation or upgrading.
31. Prior to the release for registration of the Plan, the Owner shall submit plans acceptable to the Town, detailing any phasing of construction and development, together with the means by which construction access to the Lands will be gained during any construction or phasing. Should phasing be necessary or requested, a clause shall be added to the Subdivision Agreement stating that the Owner shall comply with the phasing plan and make all builders aware of the phasing plan.
32. A clause shall be added to the Subdivision Agreement stating that construction access may be limited until such time as the first occupancy of any lot or block on the Plan if determined by the Town in consultation with York Region and approved by Central York Fire Services and the Chief Building Official.
33. At the time of second submission of detailed engineering drawings, the Town, in its sole discretion may request the Owner to pay engineering fees to the Town in the amount of 1% of the estimated cost of all the works necessary for the construction of the servicing including all grading, drainage and infrastructure works etc., as estimated by the consultant for the project. Upon execution of the Subdivision Agreement, the Owner shall pay any additional engineering fees to a total fee of 6% of the estimated cost of all work to the satisfaction of the Town's Engineering Division in accordance with the Town's Fees and Charges By-Law, as amended or successor thereto.
34. A clause shall be added to the Subdivision Agreement stating that the Owner shall, prior to the release for registration of the Plan, provide servicing securities to the Town, in a form acceptable to the Town's Financial Services Division and in such amount as approved by the Town's Engineering Division.
35. A clause shall be added to the Subdivision Agreement stating that the Owner shall provide detailed engineering drawings and be required to construct or pay for the construction of roads, bicycle lanes, curbs, gutters, sidewalks (in accordance with applicable Town policy), underground and above ground services, street lights and illumination, street signs, utilities, storm water management facilities, etc., and any and all other works necessary for the

- development and servicing of the Lands to the satisfaction of the Town's Engineering Division.
36. A clause shall be added to the Subdivision Agreement stating that the Owner shall construct and pay for the boundary water meter chambers to the satisfaction of the Town's Engineering Division.
  37. A clause shall be added to the Subdivision Agreement stating that the Owner shall reimburse the Town for snow removal and winter maintenance costs for the roads and sidewalks within the Draft Plan based on the ratio of occupied/unoccupied units/ lots and blocks within the Draft Plan as determined by the Town's Engineering Division.
  38. A clause shall be added to the Subdivision Agreement stating that the Owner shall reimburse the Town for street lighting maintenance costs within the Draft Plan based on the current level of occupancy to the satisfaction of the Town's Engineering Division.
  39. A clause shall be added to the Subdivision Agreement stating that the Owner shall connect the sanitary servicing on the Lands to the sanitary sewer on Old Bloomington Road and that no Development Charge Credits shall apply to the said connection.
  40. Prior to undertaking any grading on the Lands, and in connection with the Town's issuance of a Topsoil Removal Permit (if required), the Owner shall submit a Lot Grading and Erosion Control Plan for any grading within the Draft Plan for approval by the Town and the Lake Simcoe Region Conservation Authority that shall include a Certificate of Decommissioning for any well(s) and septic systems and proposed methods for:
    - a) erosion and sediment control prior to and during construction including the extent of grading/filling, the access location and erosion control detail, the location of spoil pile storage and the location and nature of sediment control works;
    - b) progressive stripping and grading to ensure minimum duration of exposed soil areas to the extent practical; and
    - c) archaeological clearance.
  41. Prior to the release for registration of the Plan, the Owner shall complete an Environmental Site Assessment in accordance with the *Environmental Protection Act*, R.S.O. 1990, c. E.19, O. Reg. 153/04 and O. Reg. 511/95, all as amended, undertaken by a qualified person registered to ensure that the land is suitable for the proposed use. If in the opinion of the qualified person, the Environmental Site Assessment indicates the land may not be suitable for the



proposed uses, the qualified person shall so advise the Ministry of the Environment, Conservation and Parks and the Town. Prior to the release for registration of the Plan, the Owner shall do further investigative studies and do all work required to make the Lands suitable for the proposed use.

42. A clause shall be added to the Subdivision Agreement stating for any land to be conveyed to the Town including roads, storm water management facilities, open space, parks, (ravines and buffer areas/natural heritage system etc.), the Owner shall undertake an environmental audit (under *Environmental Protection Act*, regulation O. Reg. 153/04) and shall obtain any further investigative studies as necessary to complete all required works to clean the said lands of soil contamination to make the lands suitable for the proposed uses.
43. A clause shall be added to the Subdivision Agreement stating that all lots and/or blocks on the Plan to be left vacant for longer than six (6) months, and all portions of public highways that are not paved, together with all drainage swales, shall be graded, seeded and/or sodded and maintained by the Owner to the satisfaction of the Town.
44. A clause shall be added to the Subdivision Agreement stating that the Owner shall grant the required easements to the appropriate authority for public utilities, drainage purposes, turning circles, or any other services as deemed necessary. Any off site easements and works necessary to connect watermains, storm sewers and sanitary sewers to outfall trunks and storm water management facilities on external lands shall be satisfactory to and granted to the appropriate authorities. No works off site or connections to existing infrastructure may be undertaken prior to such approvals and easements being in place.
45. Prior to the release for registration of the Plan, the Owner shall satisfy the Town's Engineering Division that the services to be installed within, and in conjunction with the Draft Plan will provide for sidewalks which meet the Town's standards along the Lands' frontage onto roadways that have/will have transit services.
46. Prior to the release for registration of the Plan, the Owner shall submit an internal and external traffic management plan including internal traffic study for review and approval by the Town's Engineering Division. A clause shall be added to the Subdivision Agreement stating that all road work and construction shall be completed in accordance with the approved internal traffic study, which shall include works relating to road cross-sections (in accordance with the latest development standards as approved by the Town), parking controls, bike ways, pavement markings, pedestrian crossings, sidewalks, access driveways locations, traffic signage including bicycle route signage on the collector or minor collector road in accordance with the Town's Traffic Demand Management Policy, and other requirements as set out in the said internal

traffic study. All traffic control devices (including temporary pavement markings) as specified in the internal traffic study shall be constructed to the satisfaction of the Town's Engineering Division prior to the occupancy of any dwelling. Regardless of any alternative design standards, the right-of-way shall be a minimum of 22 metres.

47. Prior to the release for registration of the Plan, the Owner shall submit detailed engineering drawings to demonstrate compliance with the Town's standard configuration with respect to all road bends on the Draft Plan to the satisfaction of the Town's Engineering Division.
48. Prior to release for registration of the Plan, the Owner shall ensure that all dead end streets, sides of road allowances requiring restricted access, as designated by the Town's Engineering Division shall be terminated in 0.3 metre reserves to prohibit access at certain locations either temporarily or permanently in the sole discretion of the Town.
49. A clause shall be added to the Subdivision Agreement stating that the Owner shall provide sanitary sewer and storm sewer inspection testing and acceptance in accordance with the latest standards and certifications of the National Association of Sewer Service Companies. Sanitary sewer inspection testing and acceptance shall be in accordance with York Region Sanitary Inspection, Testing and Acceptance Guideline requirements dated September 2011, as amended from time to time and the requirements of the Town. Storm sewer and manhole inspection testing and acceptance shall be in accordance with the requirements and policies of the Town.
50. A clause shall be added to the Subdivision Agreement stating that the Owner shall retain, at its sole expense, a qualified company acceptable to the Town to provide a video (CCTV) inspection of all sanitary and storm sewers and to prepare a report of the findings and conclusions. The report shall summarize and identify sewer pipe material used in accordance with the Town's and Region of York's specifications as well as any deleterious materials to be cleaned, settlements, or deflections, if any, with qualified justification provided which are stamped by a professional Engineer registered in the Province of Ontario for possible deviation from Region of York, Town and OPS standards and specifications with recommendations to mitigate construction impacts, if any. If as a result of carrying out the video (CCTV) inspection, modifications or rectifications are required, provide for, at its own expense, such modifications or rectifications as required, the Owner shall, at its sole expense and prior to the Town's final release of securities, provide for such modifications or rectifications as required through such means as agreed to by the Town until such CCTV inspection and rectifications, if any, are completed to the satisfaction of the Town's Engineering Division.

51. A clause shall be added to the Subdivision Agreement stating that the Owner shall prepare and submit an overall Composite Utility Plan showing the location (shared or otherwise) of all required utilities (on-grade, or above-grade or non-standard below grade, including on-site servicing facilities and streetscaping) to the satisfaction of the Town. The plan shall consider the requirements of those utility providers (including natural gas, hydro, and telecommunications service providers) that will conduct works within the Lands and the respective standards and specification manuals, where applicable, of the utility providers.
52. A clause shall be added to the Subdivision Agreement stating that natural gas, telecommunication service providers and cable television services, including other street hardware, where possible, shall be constructed underground within the road allowances or other appropriate easements to the satisfaction of the Town.
53. A clause shall be added to the Subdivision Agreement stating that the Owner shall grant access, on reasonable terms and conditions, to any telecommunications service providers indicating an interest to locate within a municipal right-of-way. The Owner shall advise any telecommunications service provider intending to locate within a municipal right-of-way, of the requirement to enter into a Municipal Access Agreement with the Town, and to satisfy all conditions, financial and otherwise of the Town.
54. A clause shall be added to the Subdivision Agreement stating that the Owner shall carry out the recommendations of a detailed Salt Reduction Design Plan to be provided by the Owner to the satisfaction of the Town.

Noise Attenuation Barrier Conditions:

55. A clause shall be added to the Subdivision Agreement stating that the Owner shall be responsible to construct, install, maintain, inspect, alter, remove and reconstruct any noise attenuation walls in accordance with the approved Noise Study to the satisfaction of the Town's Engineering Division. Attenuation barriers must not be located on Town property and the Town will not accept or provide maintenance of attenuation barriers. Details of the noise attenuation barriers for outdoor living areas, location, dimensions, including top and bottom of barrier elevations, and construction details and notes shall be provided on the detailed engineering plans and approved by the Town's Engineering Division.

Parks Division Conditions

Parkland:

56. A clause shall be added to the Subdivision Agreement stating that the Owner shall convey Block 53 on the Draft Plan to the Town for parkland purposes, at

no charge and free of all encumbrances, to the satisfaction of the Town's Parks Division.

Environmental Protection Lands:

57. A clause shall be added to the Subdivision Agreement stating that the Owner shall convey Blocks 51 and 52 on the Draft Plan to the Town for environmental protection purposes, at no charge and free of all encumbrances, to the satisfaction of the Town's Parks Division.
58. A clause shall be added to the Subdivision Agreement stating that the Owner shall, in regard to Blocks 51, 52 and 53, and the northern 10 metres of Lots 30 to 37 on the Draft Plan:
- a) not disturb or otherwise use any portion of these Lots or Blocks for the storage of topsoil or fill materials, with the exception of topsoil stockpiling on the existing residential portion of Blocks 52 and 53 on the Draft Plan, provided that the area be delineated and approved by the Town prior to stockpiling, and that the area be restored to the satisfaction of the Parks Division;
  - b) not encroach into these Lots or Blocks without prior written approval of the Town's Parks Division;
  - c) not alter grades within buffers to these Lots or Blocks;
  - d) provide a forest edge enhancement and management plan addressing invasive species removal, native restoration plantings, and removal of dead or hazardous trees and limbs within these Lots or Blocks;
  - e) install on-site temporary Paige wire protection/silt fencing along the boundaries of these Lots or Blocks prior to any adjacent development disturbance, and maintain in place the temporary fencing for the duration of development construction; and
  - f) restore and revegetate any proposed disturbance or grading activities within these Lots or Blocks with extensive plantings using native species compatible with the surrounding environment.

Vegetation Management:

59. A clause shall be added to the Subdivision Agreement stating that the Owner shall implement any and all recommendations of a Vegetation Management Plan (the "VMP") to the satisfaction of the Town's Parks Division which VMP shall be prepared by a consulting landscape architect in coordination with a certified arborist or registered professional forester, or other environmental specialist, as required, and shall include, but not be limited to, the following:
- a) a detailed vegetation inventory & assessment identifying all vegetation 50mm caliper or greater for individual tree assessments and/or perimeter at canopy of woodland, groups or stands of vegetation; identifying trees

- and vegetation on adjacent property that may be impacted; and including inventory that identifies species, size and condition;
- b) identification of all vegetation removals and identification of all protection measures including tree preservation zones for vegetation designated to be preserved; an at-grade impact assessment to support vegetation removals; and/or preservation measures;
  - c) a monetary vegetation appraisal in order to determine compensation planting in accordance with the Town's Tree Removal/Pruning & Compensation Policy;
  - d) provisions for compliance monitoring and protection/mitigation specifications and implementation of all arboricultural requirements for trees designated to be preserved during construction; and provisions for post construction performance monitoring and rehabilitation specifications;
  - e) coordination with existing homeowners for trees located on property boundaries that require removal with homeowner's approval for removals and coordination, method of removal, and replacement being obtained;
  - f) a compensation planting plan providing plantings equal to or greater than the appraised value of vegetation designated to be removed from the Lands, which compensation planting shall be completed in addition to the Town's minimum planting standards; and where compensation plantings cannot be provided on the Lands in the full assessed value, the Owner shall pay a fee to the Town equal to the value of the balance of compensation plantings, to the satisfaction of the Director of the Parks Division; and
  - g) coordination of naturalization and restoration plantings and vegetation related recommendations from the approved Environmental Impact Statement, Natural Heritage Evaluation, and ORM Conformity Study prepared by WSP dated March 5, 2019, as amended.
60. Prior to the commencement of any demolition, topsoil removal, grading or construction activities on the Lands, the Owner shall construct temporary Paige post and wire protection fencing for all vegetation and natural areas to be preserved, in accordance with the VMP. A clause shall be added to the Subdivision Agreement stating that the Owner shall maintain this fencing in good condition for the duration of development on the Lands and provide signage panels on protection fencing identifying the purpose of the fencing and indicating no disturbance beyond the fence to the satisfaction of the Town's Parks Division.

61. The Owner shall only be permitted to remove trees on any lots or blocks on the Draft Plan upon meeting the following conditions with respect to tree removal, preservation, payment of fees, and any such other related items, all to the satisfaction of the Town's Parks Division: a) tree removal plan and the execution of the Subdivision Agreement; or b) prior to the execution of the Subdivision Agreement, the submission of a Vegetation Management Plan and the execution of a Vegetation Management Agreement.

Fencing:

62. A clause shall be added to the Subdivision Agreement stating that the Owner shall implement onsite black vinyl chain link fencing to Town standards on the municipal side of lot lines for all lots and blocks on the Draft Plan that are adjacent to municipal lands.

General Landscaping:

63. Prior to the release for registration of the Plan, the Owner shall provide landscape design plans for approval by the Town's Parks Division detailing landscape works for street tree planting on all road allowances within the Draft Plan. A clause shall be added to the Subdivision Agreement stating that the Owner shall implement said landscape works in accordance with Town standards and to the satisfaction of the Town's Parks Division. As an alternative, and at sole the discretion of the Town, the Town may consider through the Subdivision Agreement, the Owner's payment of cash-in-lieu of the value of street tree plantings in accordance with the approved landscape plans to the satisfaction of the Town's Parks Division.
64. A clause shall be added to the Subdivision Agreement stating that the Owner shall, at the time of street tree installations, distribute to each prospective purchaser of lots within the Plan, a copy of the Town's "Boulevard Tree" information brochure. The Owner shall obtain the Brochures from the Town's Parks Division at no cost to the Owner.
65. Prior to the release for registration of the Plan, the Owner shall provide landscape design plans for all proposed fencing, landscape structures, subdivision entry features, buffer plantings including native plantings along the proposed noise wall to be constructed along Old Bloomington Road, or any other landscape features required by urban and architectural design guidelines or as required by Town standards, to the satisfaction of the Town's Parks Division. A clause shall be added to the Subdivision Agreement stating that the Owner shall implement said landscape works.
66. A clause shall be added to the Subdivision Agreement stating that the Owner shall provide consistent and continuous minimum 300mm depth topsoil for all areas associated with tree and shrub plantings within the Plan, to the

satisfaction of the Town's Parks Division. These areas shall include all boulevards designated for street tree plantings, storm water management facilities and landscape and grading buffers.

67. A clause shall be added to the Subdivision Agreement stating that the Owner shall provide the Town the right of first refusal of surplus topsoil at no cost to the Town and shall provide the Town with prior notification of topsoil removal from the Plan.
68. A clause shall be added to the Subdivision Agreement stating that the Owner shall perform topsoil testing in accordance with Town standards by an approved agency to determine nutrient availability for all topsoil sources to be utilized within the Plan and that the Owner shall implement fertilizers and soil amendments in accordance with topsoil test recommendations, to the satisfaction of the Town's Parks Division.
69. A clause shall be added to the Subdivision Agreement stating that the Owner shall pay, prior to the release for registration of the Plan a one-time financial contribution for the purposes of supplementing the Town's on-going annual maintenance costs associated with landscape works on municipal lands, such works as required by the Town's standards and/or approved urban and architectural design guidelines. The amount of the contribution shall be equal to twenty-five percent (25%) of the total cost of plant material installed on municipal lands within the Plan, with the exception of naturalization and restoration plantings within the environmental protection Blocks 51 and 52 on the Draft Plan.
70. A clause shall be added to the Subdivision Agreement stating that the Owner shall, prior to the release for registration of the Plan, provide landscape securities to the Town, in a form acceptable to the Town's Financial Services Division, in such amount which is equal to one hundred percent (100%) of the estimated costs of the landscape works, to ensure performance and compliance of all landscape works, to the approval and satisfaction of the Town's Parks Division.
71. A clause shall be added to the Subdivision Agreement stating that the Owner shall, upon execution of the Subdivision Agreement, pay landscape fees to the Town based on the percentage amount of estimated landscape works as set out in the Town's Fees and Charges By-law, as amended or successor thereto. The estimated cost of the landscape works shall be provided by the consulting landscape architect and approved by the Town.

#### Building Division Conditions

72. Prior to the release for registration of the Plan, the Owner shall submit a schedule certified by an Ontario Land Surveyor indicating the areas and

frontages of the lots, blocks and/or units within the Plan, to the satisfaction of the Chief Building Official.

73. Prior to the release for registration of the Plan, the Owner shall submit reference plans, engineering details and specifications and recommendations for any retaining walls to be constructed on the lands for which a building permit is required under the *Building Code Act*, 1992, S.O. 1992, c. 23, as amended, and O. Reg. 350/06 (Building Code), (the "*Building Code Act*"), indicating therein any restrictions such as setback limits for structures, in-ground or above ground pools, trees and landscaping etc. to the satisfaction of the Town's Building Division and Engineering Division. If any such restrictions are identified, a clause shall be added to the Subdivision Agreement stating that the Owner shall register the Restrictive Covenants on title to the restricted lands to the satisfaction of the Town.
74. Prior to the release for registration of the Plan, the Owner shall obtain a permit under the *Building Code Act* for the decommissioning of any septic system and shall submit a consultant's certificate upon completion of the decommissioning, to the satisfaction of the Chief Building Official.
75. Prior to the release for registration of the Plan, the Owner shall obtain a permit under the *Building Code Act* for the demolition of any buildings or structures prior to the demolition of said buildings or structures to the satisfaction of the Chief Building Official.
76. The Owner shall further keep all of the above materials up-to-date, to reflect the most current approvals, and/or submissions regarding the Plan, and/or engineering design drawings, and other such matters as may be required by the Town's Building Division and Engineering Division.

Noise Impact Study:

77. Prior to the release for registration of the Plan, the Owner shall engage the services of a qualified noise consultant to complete a noise impact study (environmental noise analysis) which assesses projected nuisances caused by noise or vibration (as necessary) within the Draft Plan with recommended mitigation measures for noise generated by the private internal road network, road traffic on external roads or by any other identified source to the satisfaction of the Town's Chief Building Official and the Region of York, if necessary. The noise impact study shall demonstrate how noise levels can be made to be acceptable in accordance with current Ministry of Environment and Energy guidelines, Provincial standards and Town and Regional policies, and address the long-term functionality and maintenance of any recommended mitigation measures, which are deemed appropriate and acceptable to the Town and the Region of York. The recommendations of the noise impact study shall address the 55dBA limit on all lots, blocks and/or units on the Draft Plan. All attenuation



measures and mitigating measures proposed for acoustical purposes shall be approved by the Town's Engineering Division and the Region of York Transportation and Works Department.

78. A clause shall be added to the Subdivision Agreement stating that the Owner shall implement the recommendations and measures of the approved noise impact study, including, but not limited to, noise, and, or, vibration control measures and warning clauses to the satisfaction of the Town, in consultation with the Region of York.

Warning Clauses:

79. A clause shall be added to the Subdivision Agreement stating that the Owner shall include in Offer to Purchase Agreements with prospective purchasers, the following warning clauses, with evidence of same being provided to the Town, if requested, prior to the execution of the Subdivision Agreement:

- a) "Purchasers are advised that the developer is required to undertake and has borne the sole cost of the following items:
- i) street trees;
  - ii) corner lot fencing as identified on the approved engineering plans;
  - iii) rear lot fencing as identified on the approved engineering plans;
  - iv) noise attenuation fencing and berms as identified in the approved noise impact study and the approved engineering plans;
  - v) fencing (if required) along school blocks, park blocks and environmental protection lands as identified on the approved engineering plans; and
  - vi) entry features and fencing (if required) as identified on the approved landscape plans."
- b) "Purchasers/tenants are advised that sound levels due to increasing (road) traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Municipality and Ministry of the Environment".

"Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic may on occasions interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits if the Municipality and the Ministry of the Environment."

"This dwelling unit has been designed with the provision for adding central air conditioning at the occupant's discretion. Installation of central air conditioning by the occupant in low and medium density developments will allow windows and exterior doors to remain closed, thereby ensuring that

the indoor sound levels are within sound level limits of the Municipality and the Ministry of the Environment.

(Note: The location and installation of the outdoor air conditioning device should be done so as to comply with noise criteria of MOE Publication NPC-216, Residential Air Conditioning

Devices and thus minimize the noise impacts both on and in the immediate vicinity of the subject property."

"This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and Ministry of the Environment."

- c) "Purchasers of Lots 7 to 29 inclusive, Lots 37 and 38 on the Draft Plan are advised that the lands adjacent to their lot or block are intended for conservation and naturalization, and portions may be used for active recreational use, a public trail system and trail amenities. The lands are to remain as much as possible in their natural state. The Town will not be responsible for pedestrian traffic, night lighting, noise or any inconvenience or nuisance which may present itself as a result of the lands and associated trail system and recreational amenities."
  - d) "Purchasers of Lots 7 to 9 inclusive, and Lots 38 and 39 are advised that fence gates and/or other means of access will not be permitted to access adjoining municipal lands (including, but not limited, to municipal lands used for parks, open space, environmental and stormwater management purposes) from residential properties."
  - e) "Purchasers of Lots 1 to 50 inclusive are advised that Block 53 will be used for parkland purposes which may include recreational amenities, a trail system, and lighting for night uses."
  - f) "Purchasers of Lots 30 to 37 inclusive are advised that a Restrictive covenant is registered on title stating that the rear portion of their Lots are not permitted for development, site alteration, or tree removal."
80. A clause shall be added to the Subdivision Agreement stating that the Owner shall include in all Offers of Purchase and Sale Agreements with purchasers of lots within the Plan, a notice clearly setting out the details of any fencing or urban design feature that is to be installed on the lot being purchased. Such notice shall clearly identify specifications relating to location, timing of installation, colour, materials, height and other design details of the fencing or urban design features. A further clause shall be added to the Subdivision Agreement stating that the Owner shall include in the purchase price of the lot, any fencing or urban design feature that is required by the Town and/or the Region.

York Region Conditions

81. The Owner shall agree to save harmless the Town of Aurora and York Region from any claim or action as a result of water or sanitary sewer service not being available when anticipated.
82. The Owner shall agree to implement the sewer gas and odour mitigation solution as per the Region's approved engineering drawings outlined in Condition 98 to the satisfaction of York Region and Town of Aurora.
83. The Owner shall agree to advise all potential purchasers of the lots within the subdivision that sewer gas and associated odours may be present in the area.
84. The Owner shall agree to include the following warning clause in all offers to purchase, and agreements of Purchase and Sale or Lease for all lots within the subdivision:

"Purchasers are advised that despite the sewer gas and associated odour mitigation measures implemented within the subdivision, sewer gas and associated odours may persist."
85. The Owner shall agree to indemnify and hold harmless the Town of Aurora and York Region, their elected and appointed officials, Chairmen, employees, contractors and agents against any and all actions, causes of action, suits, orders, proceedings, claims, demands and damages whatsoever which may arise from presence of sewer gas and associated odours within the subdivision.
86. The Owner shall agree to locate, design and install the proposed wastewater outlet to the Region's 1050mm sewer on Bloomington Road to the satisfaction of the Region.
87. The Owner shall agree to locate, design and install the section of proposed watermain on Yonge Street that crosses Region's existing trunk sewer and watermain to the satisfaction of the Region.
88. The Owner shall agree to provide direct shared pedestrian/cycling facilities and connections from the proposed development to Yonge Street, Bloomington Road and (Collector/Local Roads) to support active transportation and public transit, where appropriate. A drawing showing the conceptual layout of active transportation facilities and connections internal to the site and to the Regional roads shall be provided to the Region.
89. The Owner shall agree that where berm, noise wall, window and/or oversized forced air mechanical systems are required, these features shall be certified by a professional engineer to have been installed as specified by the approved

Noise Study and in conformance with the Ministry of Environment guidelines and the York Region Noise Policy.

90. The following warning clause shall be included in the Subdivision Agreement with respect to the lots or blocks affected:

"Purchasers are advised that despite the inclusion of noise attenuation features within the development area and within the individual building units, noise levels will continue to increase, occasionally interfering with some activities of the building's occupants".

91. Where noise attenuation features will abut a York Region Right-Of-Way, the Owner shall agree in wording satisfactory to York Region Development Engineering, as follows:

- a) That no part of any noise attenuation feature shall be constructed on or within the York Region Right-Of-Way;
- b) That noise fences adjacent to York Region roads may be constructed on the private side of the 0.3 metre reserve and may be a maximum 2.5 metres in height, subject to the area municipality's concurrence;
- c) That maintenance of the noise barriers and fences bordering on York Region Right-Of-Way's shall not be the responsibility of York Region.

92. The Owner shall agree to be responsible for determining the location of all utility plants within York Region Right-Of-Way and for the cost of relocating, replacing, repairing and restoring any appurtenances damaged during construction of the proposed site works. The Owner must review, or ensure that any consultants retained by the Owner, review, at an early stage, the applicable authority's minimum vertical clearances for aerial cable systems and their minimum spacing and cover requirements. The Owner shall be entirely responsible for making any adjustments or relocations, if necessary, prior to the commencement of any construction.

93. The Owner shall agree to implement the recommendations of the Transportation Mobility Plan Study, as approved by the Region.

94. The road allowance included within the draft plan of subdivision shall be named to the satisfaction of the Town of Aurora and York Region.

95. The Owner shall provide to the Region the following documentation to confirm that water and wastewater servicing capacity is available to the subject development and have been allocated by the Town of Aurora:

- a) a copy of the Council resolution confirming that the Town of Aurora has allocated servicing capacity, specifying the specific source of the capacity, to the development proposed within this draft plan, or any phase thereof.
  - b) a copy of an email confirmation by Town of Aurora staff stating that the allocation to the subject development remains valid at the time of the request for regional clearance of this condition.
96. The Owner shall provide an electronic set of the final engineering drawings showing the watermains and sewers for the proposed development to the Community Planning and Development Services branch and the Infrastructure Asset Management branch for record.
97. Prior to the First Engineering submission, the Owner shall engage the services of a consultant to prepare and submit to the Town's and Region's satisfaction a sewer gas and odour mitigation feasibility study evaluating sewer system design options and recommending a preferred solution to be implemented for the proposed subdivision. The evaluation of options and recommended preferred solution shall include due consideration for all relevant factors, including but not limited to, the following:
- a) health and safety concerns, as well as odour concerns for existing and future residents in the area;
  - b) operation and maintenance requirements of the new infrastructure, including sewers, manholes and related appurtenances;
  - c) longer-term impacts to the sewer system, including potential for increased corrosion;
  - d) any other long-term risks associated with the proposed solution.
98. The Owner shall submit the detailed engineering drawings for the preferred sewer gas and odour mitigation solution outlined in Condition 97 to the Region for review and approval.
99. The Owner shall demonstrate that the proposed re-location of the access from Old Bloomington Road to Bloomington Road will be aligned with Parabelle Drive to create a four-legged intersection. This intersection shall be designed to Regional standards and requirements
100. The Owner shall provide a functional design for a sidewalk on the north side of Bloomington Road between Yonge Street and Parade lie Drive, to the satisfaction of York Region and the Town of Aurora.

101. The Owner shall demonstrate that the existing Old Bloomington Road access will be closed.
102. The Owner shall demonstrate that Street "B" will connect to the proposed public street on the properties located to the west (13859, 13875, 13887 Yonge Street).
103. The Owner shall provide a TDM letter, addressing the comments above, to the satisfaction of the Region.
104. The Owner shall have prepared, by a qualified professional transportation consultant, a functional transportation report/plan outlining the required road improvements for this subdivision. The report/plan, submitted to Development Engineering for review and approval, shall explain all transportation issues and shall recommend mitigative measures for these issues.
105. Prior to final approval and concurrent with the submission of the subdivision servicing application (MOE) to the area municipality, the Owner shall provide a set of engineering drawings, for any works to be constructed on or adjacent to the York Region road, to Development Engineering, Attention: Manager, Development Engineering, that includes the following drawings:
  - a) Plan and Profile for the York Region road and intersections;
  - b) Grading and Servicing;
  - c) Intersection/Road Improvements, including the recommendations of the Traffic Report;
  - d) Construction Access Design;
  - e) Utility and underground services Location Plans;
  - f) Signalization and Illumination Designs;
  - g) Line Painting;
  - h) Traffic Control/Management Plans;
  - i) Erosion and Siltation Control Plans;
  - j) Landscaping Plans, including tree preservation, relocation and removals;
  - k) Sidewalk locations, concrete pedestrian access to existing and future transit services and transit stop locations as required by York Region Transit/Viva;

- l) Functional Servicing Report (water, sanitary and storm services)
  - m) Water supply and distribution report;
  - n) Engineering drawings showing plan and profile views of proposed works related to connections to or crossing of Regional watermain or sewer, including the following, as applicable:
    - i. Disinfection Plan
    - ii. MOECC Form 1-Record of Watermains Authorized as a Future Alteration
  - o) Engineering drawings showing plan and profile views of proposed sewers and watermains and appurtenances, including manholes, watermains, valves, hydrants, etc. proposed within the subdivision.
106. The Owner shall submit a detailed Development Charge Credit Application to York Region, if applicable, to claim any works proposed within the York Region Right-Of-Way. Only those works located in their ultimate location based on the next planning upgrade for this Right-Of-Way will be considered eligible for credit, and any work done prior to submission without prior approval will not be eligible for credit.
107. The Owner shall provide drawings for the proposed servicing of the site to be reviewed by the Engineering Department of the area municipality. Three (3) sets of engineering drawings (stamped and signed by a professional engineer), and MOE forms together with any supporting information shall be submitted to Development Engineering, Attention: Mrs. Eva Pulnicki, P.Eng.
108. The location and design of the construction access for the subdivision work shall be completed to the satisfaction of Development Engineering and illustrated on the Engineering Drawings.
109. The Owner shall demonstrate, to the satisfaction of Development Engineering, that all existing driveway(s) along the Regional road frontage of this subdivision will be removed as part of the subdivision work, at no cost to York Region.
110. The Owner shall engage the services of a consultant to prepare and submit for review and approval, a noise study to the satisfaction of Development Engineering recommending noise attenuation features.
111. The Owner shall implement the noise attenuation features as recommended by the noise study and to the satisfaction of Development Engineering.

112. The Owner shall demonstrate, to the satisfaction of Development Engineering, that the throat width of the proposed access off Bloomington Road shall be designed to accommodate the recommendations of the transportation report approved by York Region.
113. The intersection of Bloomington Road and Street 'A' shall be designed to the satisfaction of Development Engineering with any interim or permanent intersection works including turning lanes, profile adjustments, illumination and/or signalization as deemed necessary by Development Engineering
114. The Owner shall demonstrate, to the satisfaction of Development Engineering, that all local underground services will be installed within the area of the development lands and not within York Region's road allowance. If a buffer or easement is needed to accommodate the local services adjacent to York Region's Right-of-Way, then the Owner shall provide a satisfactory buffer or easement to the Area Municipality, at no cost to the Region.
115. The Owner shall provide an executed Subdivision Agreement to the Regional Corporate Services Department, outlining all requirements of the Corporate Services Department.
116. The Owner shall enter into an agreement with York Region, agreeing to satisfy all conditions, financial and otherwise, of the Regional Corporation; Regional Development Charges are payable in accordance with Regional Development Charges By-law in effect at the time that Regional Development Charges, or any part thereof, are payable.

#### Lake Simcoe Region and Conservation Authority Conditions

117. That this approval is applicable to the Draft Plan of Subdivision prepared by The Biglieri Group Ltd. (November 9, 2018) and may be subject to redline revisions based on the detailed technical plans and studies.
118. That prior to final plan approval and any major site alteration, the following shall be prepared to the satisfaction of the LSRCA and the Town:
  - a) A detailed Stormwater Management Report in accordance with Lake Simcoe Region Conservation Authority Technical Guidelines for Stormwater Management Submissions and in conformity with the Stormwater Management Master Plan approved under Strategic Action 4.5-SA of the Lake Simcoe Protection Plan;
  - b) A detailed erosion and sediment control plan;
  - c) A detailed grading and drainage plan;



- d) A detailed restoration planting plan;
  - e) A Detailed Low Impact Development (LID) Evaluation demonstrating the means to maximize the use of LID measures consistent with Policy 1.6.6.7 of the Provincial Policy Statement (2014); and,
  - f) A Contaminant Management Plan demonstrating a minimization of impacts to the kettle features.
119. That prior to final approval, the following shall be undertaken to the satisfaction of the LSRCA, in accordance with the South Georgian Bay Lake Simcoe Source Protection Plan:
- a) Detailed Hydrogeological Report / Water Balance;
  - b) Compensatory Measures if required.
120. That prior to final approval, the following shall be undertaken to the satisfaction of the LSRCA, in accordance with the Phosphorus Offsetting Policy:
- a) Phosphorus budget
  - b) Compensatory measures if required
121. That prior to final plan approval, the owner shall pay all development fees to the LSRCA in accordance with the approved fees policy, under the Conservation Authorities Act.
122. That prior to final plan approval, a detailed ecological offsetting strategy in accordance with the LSRCA Ecological Offsetting Plan (Updated 2019) shall be prepared to the satisfaction of the LSRCA identifying the appropriate compensatory measures for the loss of natural heritage features (e.g. forest cover) resulting from the development and also identifying areas for feature compensation.
123. That prior to final plan approval, a feature-based water balance shall be prepared to the satisfaction of the LSRCA demonstrating that there will be no negative impacts on the contiguous wetland and woodland features.
124. That prior to final plan approval, all technical comments provided by the LSRCA shall be addressed to the satisfaction of the LSRCA and the Town.
125. That prior to final plan approval, an edge management plan for the newly created forest edge shall be prepared to the satisfaction of the LSRCA and the Town demonstrating, among other matters, the means to address sunscald, wind-throw, and invasive species.

126. That prior to final approval the provisions of the Endangered Species Act shall be addressed to the satisfaction of the Ministry of Natural Resources and Forestry.
127. That prior to final plan approval, the Owner shall successfully apply and amend the Zoning By-law by placing Block 51 in an Environmental Protection Zone.
128. That prior to final plan approval, the owner shall obtain a permit from the LSRCA for any development within an area subject to Ontario Regulation 179/06 under the Conservation Authorities Act.
129. That the Owner shall agree in the Subdivision Agreement to dedicate and transfer the environmentally significant areas located in Block 51 to a public authority such as the Region of York, Town of Aurora, or TRCA.
130. That the Owner shall agree in the Subdivision Agreement to adequately demarcate the environmentally significant areas located in Block 51 by means such as fencing and signage.
131. That the owner shall agree in the Subdivision Agreement to carry out, or cause to be carried out, the recommendations and requirements contained within the plans and reports as approved by the LSRCA and the Town.
132. That the owner shall agree in the Subdivision Agreement to retain a qualified professional to certify in writing that the works were constructed in accordance with the plans and reports as approved by the LSRCA and the Town.
133. That the owner shall agree in the Subdivision Agreement to ensure that proper erosion and sediment control measures will be in place in accordance with the approved Grading and Drainage Plan, and Erosion and Sediment Control Plan prior to any site alteration or grading.
134. That the owner shall agree in the Subdivision Agreement to grant any easements required for storm water management purposes to the Town.
135. That the owner shall agree in the Subdivision Agreement to maintain all existing vegetation up until a minimum of 30 days prior to any grading or construction on-site in accordance with 4.20b.-DP of the Lake Simcoe Protection Plan.
136. The Owner shall agree in the Subdivision Agreement to indemnify and save harmless the municipality and the LSRCA from all costs, losses, damages, judgements, claims, demands, suits, actions, or complaints resulting from any increased flooding or erosion to property and people as a result of the approved storm water management scheme. The Owner shall obtain and maintain in full

force and effect during the term of this agreement general liability insurance with respect to the storm water management works and system.

137. The LSRCA will require the following prior to the issuance of a clearance letter:

- a) A copy of the executed subdivision agreement.
- b) A copy of the draft M-Plan.
- c) A letter from the developer's planning consultant detailing how each LSRCA condition of draft plan approval has been fulfilled to the satisfaction of the conservation authority.

#### Town of Richmond Hill

138. Prior to final approval of the plan, the Owner shall provide a detailed Stormwater Management Monitoring Report. This report shall be completed to the satisfaction of the City of Richmond Hill and the Town of Aurora. The Owner shall agree in the subdivision agreement to implement the recommendations of the Stormwater Management Monitoring Report and to undertake the performance monitoring program specified in the Report and to provide appropriate securities to carry out or cause to be carried out the performance monitoring program. The Owner shall agree in the subdivision agreement to demonstrate that, prior to assumption of municipal services, all stormwater management facilities are performing in accordance with their approved design to the satisfaction of the City of Richmond Hill and the Town of Aurora.

#### Central York Fire Services Conditions

139. A minimum of temporary street signage must be in place to assist emergency responses prior to construction of buildings.
140. All roads must be complete to a minimum base coat and be able to support emergency vehicles with site access acceptable to Central York Fire Services prior to any building construction.
141. Plans shall include provisions for emergency vehicle access required to be maintained during construction.
142. Access for emergency vehicles shall be maintained at all times during construction.
143. Water supply for firefighting, including hydrants must be installed and operational prior to construction of buildings.

144. A schedule of Firebreak lots/blocks is submitted to Central York Fire Services for approval prior to construction of buildings. Builders/developers will not make application for building permits for designated firebreak lots/blocks without written release of firebreak designation from Central York Fire Services.
145. Plans shall include provisions for Secondary access.

#### Ministry of Tourism and Sport

146. A clause shall be added to the Subdivision Agreement stating that the Owner shall not grade or otherwise disturb the soil on the Lands prior to the Ministry of Tourism Culture and Sport confirming that all archaeological resource concerns have met licensing and resource conservation requirements.

#### Canada Post

147. The owner/developer will consult with Canada Post to determine suitable permanent locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans.
148. The Builder/Owner/Developer will confirm to Canada Post that the final secured permanent locations for the Community Mailboxes will not be in conflict with any other utility; including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads.
149. The owner/developer will install concrete pads at each of the Community Mailbox locations as well as any required walkways across the boulevard and any required curb depressions for wheelchair access as per Canada Post's concrete pad specification drawings.
150. The owner/developer will agree to prepare and maintain an area of compacted gravel to Canada Post's specifications to serve as a temporary Community Mailbox location. This location will be in a safe area away from construction activity in order that Community Mailboxes may be installed to service addresses that have occupied prior to the pouring of the permanent mailbox pads. This area will be required to be prepared a minimum of 30 days prior to the date of first occupancy.
151. The owner/developer will communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy.
152. The owner/developer agrees to include in all offers of purchase and sale a statement, which advises the prospective new home purchaser/tenants that mail delivery will be from a designated Community Mailbox, and to include the exact locations (list of lot #s) of each of these Community Mailbox locations;

and further, advise any affected homeowners/tenants of any established easements granted to Canada Post.

153. The owner/developer will be responsible for officially notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sales with specific clauses in the Purchase offer, on which the homeowners do a sign off.

#### Alectra Utilities

154. The owner/developer shall complete a subdivision application form and enter into a legal binding Offer to Connect (OTC) agreement with Alectra Utilities which outline roles and responsibilities pertaining to the design, installation, energization and servicing of the Electrical Distribution System (EDS) for the subdivision. Design and Installation of the EDS can only commence once all monies, securities, easements and executed OTC have been received by Alectra Utilities. The owner/developer is responsible to provide proof of the executed OTC to the municipality to have this condition met.

#### Enbridge Gas

155. The applicant shall contact Enbridge Gas Distribution's Customer Connections department by emailing SalesArea30@enbridge.com for service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and/or soil trenches) and/or asphalt paving.
156. If the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phase construction, all costs are the responsibility of the applicant.
157. In the event that easement(s) are required to service this development, the applicant will provide the easement(s) to Enbridge Gas Distribution at no cost.
158. The applicant will contact Enbridge Gas Distribution's Customer Connections department by emailing SalesArea30@enbridge.com prior to any site construction activities to determine if existing piping facilities need to be relocated or abandoned.
159. The applicant will grade all road allowances to as close to final elevation as possible, provide necessary field survey information and all approved municipal road cross sections, identifying all utility locations prior to the installation of the gas piping.
160. Enbridge Gas Distribution reserves the right to amend or remove development conditions.

## Clearances

161. The Town's Planning Division shall advise that Conditions 1 to 12 inclusive have been satisfied, stating briefly how each condition has been met.
162. The Town's Legal Services Division shall advise that Conditions 13 to 15 inclusive have been satisfied, stating briefly how each condition has been met.
163. The Town's Engineering Division shall advise that Conditions 16 to 55 inclusive, and 73, 76, 77, 79 and 138 have been satisfied, stating briefly how each condition has been met.
164. The Town's Parks Division shall advise that Conditions 56 to 71 inclusive, and 79 have been satisfied, stating briefly how each condition has been met.
165. The Town's Building Division shall advise that Conditions 72 to 80 inclusive have been satisfied, stating briefly how each condition has been met.
166. York Region shall advise that Conditions 81 to 116 inclusive have been satisfied; the clearance letter shall include a brief statement detailing how each condition has been met.
167. The Lake Simcoe Region Conservation Authority shall advise that Conditions 117 to 137 inclusive have been satisfied; the clearance letter shall include a brief statement detailing how each condition has been met.
168. The City of Richmond Hill shall advise that Condition 138 has been satisfied; the clearance letter shall include a brief statement detailing how each condition has been met
169. Central York Fire Services shall advise that Conditions 139 to 145 inclusive have been satisfied; the clearance letter shall include a brief statement detailing how the condition has been met.
170. The Ministry of Tourism shall advise that Condition 146 has been satisfied; the clearance letter shall include a brief statement detailing how each condition has been met.
171. Canada Post shall advise that Conditions 147 to 153 inclusive have been satisfied; the clearance letter shall include a brief statement detailing how each condition has been met.
172. Alectra shall advise that Condition 154 has been satisfied; the clearance letter shall include a brief statement detailing how each condition has been met.

173. Enbridge shall advise that Conditions 155 to 160 inclusive have been satisfied; the clearance letter shall include a brief statement detailing how each condition has been met.